

COUNTY OF SANTA BARBARA

Ray Aromatorio
Risk Manager

Julieann Robles
Senior Risk Analyst



RISK MANAGEMENT DIVISION GENERAL SERVICES DEPARTMENT

Deborah Wells
Disability Manager

Johnny Hernandez
Safety Officer

Waiver of Liability, Assumption of Risk & Indemnity Agreement

WAIVER: In consideration of being permitted to participate in any way in Refugio Jr. Lifeguard Pier Jump hereinafter called (*The Activity*), I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue the County of Santa Barbara, its supervisors, directors, officers, employees or agents from liability for any and all claims, including **the negligence of the County of Santa Barbara, its supervisors, directors, officers, employees or agents** resulting in personal injury, accidents, illnesses, death and property loss arising from, but not limited to, my participation in *The Activity*. I acknowledge that I am not a County of Santa Barbara employee, agent, official, officer or representative, and further acknowledge that I am **not** entitled to any compensation, benefit or insurance coverage from the County of Santa Barbara, nor will I make such a claim.

ASSUMPTION OF RISK: Participation in *The Activity* carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks include 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death. I hereby agree to freely and expressly assume all risk of danger, injury or death resulting from my own actions or the actions of others while participating in *The Activity*. I understand that I am responsible for any bodily injury that I may suffer and that any injuries I may sustain are entirely my responsibility. I understand that the County is not responsible for any damages or expenses incurred.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold the County of Santa Barbara harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in *The Activity* and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name of Volunteer (printed)

Signature of Volunteer

Date signed

Name of Volunteer's Parent or
Legal Guardian (if minor)

Signature of Volunteer's Parent or
Legal Guardian (if minor)

Date signed